



**Health Services**  
LOS ANGELES COUNTY

April 10, 2007

Los Angeles County  
Board of Supervisors

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AFFILIATION AGREEMENT WITH THE  
ASSISTANCE LEAGUE OF SOUTHERN CALIFORNIA**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Health Services, or his designee, to sign an affiliation agreement, substantially similar to Exhibit I, with The Assistance League of Southern California to allow nursing students from the Los Angeles County College of Nursing and Allied Health (College) to obtain observational and practical clinical experience in an affiliated non-County facility, effective date of Board approval for an indefinite period of time. There is no monetary payment between the Assistance League of Southern California and the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Board approval of the recommended action will allow nursing students from the College to obtain observational and practical clinical experience (as defined in Exhibit A) in an affiliated non-County facility.

Current County facilities used for clinical experiences are saturated for available clinical days that nursing students need to complete their clinical rotations for their respective cohort and semester.

In order for the students to graduate on time, the College has researched local and private facilities that offer clinical experiences that meet the Board of Registered Nursing curriculum and clinical requirements for students to become eligible for the National Council Licensure Examination (NCLEX). The Assistance League of Southern California operates an Alzheimer's Clinic which will provide nursing students necessary experience in a gerontology setting.

**Bruce A. Chernof, MD**  
Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**Robert G. Splawn, MD**  
Senior Medical Director

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*To improve health  
through leadership,  
service and education.*



**www.ladhs.org**

On time graduation and licensure of all students will improve the ability of the County to increase the number of nurse graduates and potentially hire more Registered Nurses for Department of Health Services' Facilities, as well as reduce the staff nurse vacancy rates and improve compliance with the State of California nurse staffing ratios.

FISCAL IMPACT/FINANCING:

There is no fiscal impact to the Department from this action. This action does not affect net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The College has a need for additional clinical space in a Gerontology setting to accommodate the expanded number of students enrolled in semester four of the nursing degree program.

The County intends to rotate two students per week for one day each week for a period of six to eight weeks in an effort to complete their program requirements.

The Assistance League of Southern California Alzheimer's Clinic provides oversight day care services to clients with moderate to severe dementia that includes the provision of cognitive stimulation, physical activities, and meals and snacks.

The agency also provides respite for primary care givers and family members. The facility is located within 15 minutes of the College and is convenient for students who live in nearby communities.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS:

Affiliation agreements are not advertised on the Los Angeles County Online Website.

IMPACT ON CURRENT PROGRAM SERVICES (OR PROJECTS):

The recommended affiliation agreement will allow nursing students to graduate on time and will improve the County's ability to increase the number of nurse graduates.

The Honorable Board of Supervisors

April 10, 2007

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When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:lb  
leagued4341.lb.wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Nursing Students will obtain observational and practical clinical experience in a Gerontology setting in an affiliated non-county facility.

2. AGENCY ADDRESS AND CONTACT PERSON:

Assistance League of Southern California  
1370 North St. Andrews Place  
Hollywood, CA 90028-8592  
Patricia Spears, President  
Telephone: (323) 469-1973  
Fax: (323) 462-6164

3. TERM:

Effective date of Board approval for an indefinite period of time.

4. FINANCIAL INFORMATION:

There is no fiscal impact to the Department from this action. This action does not affect net County cost.

5. GEOGRAPHIC AREAS SERVED:

All Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Pete Delgado, Chief Executive Officer, LAC+USC Healthcare Network

7. APPROVALS:

LAC+USC Healthcare Network:	Pete Delgado, Chief Executive Officer
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Eva Vera, Senior Deputy

**AFFILIATION AGREEMENT**  
**ASSISTANCE LEAGUE OF SOUTHERN CALIFORNIA**

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ATTACHMENTS

EXHIBIT A

LB/2/1/07

Contract # \_\_\_\_\_

**AFFILIATION AGREEMENT**  
**PRIVATE EDUCATIONAL INSTITUTION**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

Assistance League of Southern  
California

(hereafter "Affiliate")

WHEREAS, Affiliate operates the programs or schools  
described as Assistance League of Southern California located at  
1370 North St. Andrews Place, Hollywood, CA 90028; and

WHEREAS, County has established and operates, The Los  
Angeles County College of Nursing and Allied Health,  
(collectively, hereafter "County College of Nursing" or  
"County"), and

WHEREAS, County and Affiliate have found it to be in the  
public interest that County authorize Affiliate to utilize  
certain of Affiliate's facilities located at 1370 North St.  
Andrews Place, Hollywood, CA 90028, as described in the attached  
"Exhibit A" for the purpose of providing supervised experience,  
also as described in such exhibit, to certain of County's  
students; and



WHEREAS, this Agreement is authorized by California Government Code Section 26227 and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement and any exhibits or attachments thereto are effective on the date of execution by both parties and shall thereafter continue in full force and effect for an indefinite period of time subject to termination by either party at the end of a school year by the giving of at least thirty days prior written notice thereof to the other party. In any event, this Agreement may be terminated by Affiliate immediately upon giving written notice to County that the program providing the clinical experience under this Agreement has been or is to be discontinued, or has been or is to be so reduced or altered that provision of such clinical experience will be impractical.

2. SCOPE OF TRAINING: This Agreement contemplates and authorizes the training program(s) described in "Exhibit A", attached hereto and incorporated herein by reference.

3. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County to each other, or by County to any student or to any instructor participating in the training program hereunder.

4. STUDENT SELECTION AND TERMINATION: County shall select the participating students from County's student body. Affiliate

or County may discontinue the assignment of any student to the training program at any time.

5. PHYSICAL EXAMINATION: Affiliate shall ensure that all of its instructors, and any other persons Affiliate has providing services under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination. County shall ensure that all of its students rotating to Affiliate have undergone and successfully passed a current physical health examination.

Such physical health examinations shall be required at least once a year for continuing Affiliate instructors, students and any other persons providing services under this Agreement. All physical health examinations shall be performed at no cost to the County. Upon request and to the extent legally permissible, all examination results shall be provided to the County.

Such physical health examinations, for all persons referenced in this paragraph above, performed by a person lawfully authorized to perform such an examination, shall be required for obtaining observational and practical clinical experience at Affiliate's facilities and shall be performed no earlier than one year prior to the commencement of the training or provision of services hereunder at Affiliate facility. Written examination reports, signed by the person performing the examination, shall verify that Affiliate's participating

instructors, and any person Affiliate has providing services under this Agreement are medically able to perform assigned duties.

Initial examination for tuberculosis shall include a tuberculin skin test using the Mantoux test method using a five (5) Tuberculin Unit dose of PPD tuberculin stabilized with Tween-80, the result of which is read and recorded in millimeters of induration. If the result is positive, a chest X-ray shall be obtained. A skin test need not be performed on a person with a documented positive reaction to PPD but a baseline chest X-ray shall be obtained. After a baseline chest X-ray has been obtained, persons with a previously positive tuberculin skin test shall be evaluated and assessed for TB symptoms followed by a chest X-ray only if symptoms are present. The results of the chest X-ray must also be recorded.

An annual skin test for tuberculosis shall be performed on individuals with a previously documented negative tuberculin skin test. If an individual with a previously documented negative skin test has a subsequent positive reaction, a chest X-ray shall be obtained. All Affiliate's instructors, and any person Affiliate has providing services under this Agreement shall be instructed at the time of TB screening to report any symptoms suggestive of tuberculosis to their immediate supervisor as soon as they occur.

Affiliate's instructors, and any person Affiliate has providing services under this Agreement shall also be tested for Hepatitis B.

Affiliate's instructors, and any person Affiliate has providing services under this Agreement must be free of any and all infectious diseases, and shall be made aware of recommended vaccinations for preventable diseases that can be prevented by vaccination.

6. EMERGENCY HEALTH CARE: Facilities to which the County's students are assigned will provide emergency health care to the students as required while in the facility, to the extent staff and equipment are available to provide such care or activate community emergency medical services. Affiliate's facilities will not be required to furnish any student with non-emergency medical care for an illness or injury.

7. SCHEDULING: The number of students and the times during which they will receive training at Affiliates's facilities designated in "Exhibit A" shall be mutually agreed upon by County and the designee of Affiliate's governing body.

8. SUPERVISION AND INSTRUCTION: Students shall be subject to the rules and regulations of the Affiliate's facility to which they are assigned. Affiliate shall provide County with copies of such rules and regulations.

County shall provide orientation to its students to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on Affiliate's premises.

Instructors assigned by Affiliate to supervise and instruct County's students are subject to approval of Director of Health Services ("Director"), or his designee.

Affiliate shall, through its instructors, provide overall supervision and instruction at their facilities. Affiliate shall retain professional and administrative responsibility for services provided by instructors and students and shall provide sufficient direction to instructors and students to ensure that the continuity and quality of service to patients are maintained. The selection of work assignments and patients with whom the students will work will be subject to the approval of Affiliate and Director.

9. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law.

10. NON-DISCRIMINATION IN STUDENT SELECTION: The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which

are under-represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

11. UNLAWFUL SOLICITATION: Affiliate shall inform those students, instructors, and administrative staff involved in this training program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

12. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. Indemnification: Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from

or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Affiliate's indemnification of County, and during the term of this Agreement, Affiliate shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Affiliate's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012, Attn: Division Chief, prior to commencing services under this Agreement.

Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of

cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Affiliate to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Affiliate to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.



(3) Failure to Maintain Coverage: Failure by Affiliate to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Affiliate resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Affiliate, County may deduct from sums due to Affiliate any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:  
Affiliate shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Affiliate and/or County.

Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Affiliate arising from or related to services performed by Affiliate under this

Agreement.

(c) Any injury to an Affiliate employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Affiliate under the terms of this Agreement.

C. Compensation for County Costs: In the event that the Affiliate fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Affiliate shall pay full compensation for all costs incurred by the County.

D. Insurance Coverage Requirements for Subcontractors: Affiliate shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Affiliate providing evidence of insurance covering the activities of subcontractor, or

(2) Affiliate providing evidence submitted by subcontractors evidencing that subcontractors maintain

the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Affiliate is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease-policy limit:	\$1 million
Disease-each employee:	\$1 million

(3) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Affiliate, its officers or employees

with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

F. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and Board approved policies regarding Indemnification and Insurance requirements.

13. STUDENT AND INSTRUCTOR STATUS: Instructors of Affiliate shall not be deemed employees of County during the hours in which they are assigned to the student program. Moreover, students shall not be deemed employees of Affiliate.

14. FACILITIES: Affiliate shall cooperate with County to provide cafeteria facilities, classroom, conference, and storage space, and use of Affiliate's parking facilities to County's students to the extent same are available.

15. UNIFORMS: Each student and instructor shall wear a uniform designated and provided by Affiliate (if required by Affiliate), except when assigned to a training program for which County requires a special uniform which it shall furnish.

16. CONFIDENTIALITY: Affiliate and County agree to maintain the confidentiality of all patient records and information obtained by them hereunder. Affiliate and County further agree, respectively, to inform each of their students and/or instructors participating in the training program hereunder of the provisions of such confidentiality laws.

17. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

18. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

19. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body as required by State Law. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

20. FAIR LABOR STANDARDS: Affiliate warrants that it fully complies with all applicable provisions of the Federal Fair Labor Standards Act as it now exists or is hereafter amended, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hourly law including, but not limited to, the Federal Fair Labor Standards Act as it now exists or is hereafter amended, for Services performed by Affiliate's employees for which County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

21. EMPLOYMENT ELIGIBILITY VERIFICATION: Affiliate warrants that it fully complies with all Federal statutes and

regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Affiliate shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Affiliate shall retain such documentation for all covered employees for the period prescribed by law. Affiliate shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Affiliate or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

22. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

23. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

24. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Affiliate on this Agreement or other agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the



circumstances, and terminate any or all existing agreements the Affiliate may have with County.

C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the Affiliate's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise the Affiliate of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Affiliate and/or the Affiliate's

representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If an Affiliate has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Affiliate has adequately demonstrated one or more

of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and

recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or sub-consultants of County Affiliates.

25. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT: Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

26. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.

27. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the

Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

28. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program

(County Code Chapter 2.200) and without limiting Affiliates's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

29. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence To County's Child Support Compliance Program" paragraph immediately above shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph (or "Term and Termination" Paragraph of this Agreement, whichever is

applicable) and pursue debarment of Affiliate, pursuant to County Code Chapter 2.202.

30. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Affiliate understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate's behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate's obligations under

HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

AFFILIATE AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SETS, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Affiliate Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code attached hereto as Attachment I. The Jury Service Program applies to both Affiliate(s) and their subcontractors.

B. Written Employee Jury Service Policy:

1. Unless Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that



Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Affiliate shall have and adhere to a written policy that provides that its employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Affiliate or that Affiliate deduct from the employee's regular pay the fees received for jury service.

If Affiliate does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Affiliate must so indicate in the Certification Form and Application for Exception, attached hereto as Attachment I, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing Affiliate's application, County will determine, in its sole discretion, whether Affiliate falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision will be final.

2. For purposes of this subparagraph,

"Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Affiliate.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

3. If Affiliate is not required to comply with the Jury Service Program when this Agreement commences,

Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Affiliate shall immediately notify County if Affiliate at any time either comes within the Jury Service Program's definition of "Contractor" or if Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, Affiliate shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Affiliate demonstrate to the County's satisfaction that Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

4. Affiliate's violation of this sub-paragraph of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

33. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Affiliate acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County Affiliates to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at Affiliate's place of business. The Affiliate will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractor with the poster to be used.

34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

35. NOTICES: Notices hereunder shall be in writing and sent to the parties at the following addresses and to the attention of the persons named. Director shall have authority



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Affiliate has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.,  
Director and Chief Medical Officer

\_\_\_\_\_  
Affiliate

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

\_\_\_\_\_  
  
APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By: \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

2/8/07lb

## EXHIBIT A

### CLINICAL GERIATRIC SERVICES

1. Purpose: The affiliation authorized under this Exhibit A allows students from Los Angeles County College of Nursing and Allied Health to obtain observational and practical clinical nursing experiences (indicated in Paragraph 4 of this Exhibit) in the facility (ies) indicated in Paragraph 3 of this Exhibit.

2. Evaluation: At the end of each County fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), an evaluation of the clinical site shall be filed with the Administrator/Provost of the Los Angeles County College of Nursing and Allied Health. This evaluation shall be prepared by the School of Nursing division and shall be reviewed with facilities listed in Paragraph 3 hereinbelow.

3. Facilities: Assistance League of Southern California located at 1370 North St. Andrews Place, Hollywood, CA 90028.

4. Types Areas of Experience: Assistance League/Alzheimer Clinic offers adult Alzheimer's day care experience for Los Angeles County College of Nursing students as part of their Ambulatory Patient and Geriatric rotations to include:

- a. Observance and participation in the care of a geriatric Alzheimer's patient in an ambulatory day care settings. "Practical clinical nursing experiences" is defined in this setting as non-medical and non-invasive activities appropriate to cognitive stimulation. This includes, but is not limited to:

- Demonstration and explanation of student's hobbies
  - Assistance, when needed, with the Affiliate's daily activities such as feeding, game playing, arts, and crafts, music appreciation and dancing, and gardening.
- b. observation of the application of cognitive and sensory stimulation techniques and treatment modalities to a geriatric patient population with cognitive deficits.
  - c. inter-relating with an interdisciplinary health care team at the facility.
  - d. building and practicing geriatric patient assessment skills.
  - e. application of student's learning to clinical experiences.
  - f. observation and application of facility's security, safety, and confidentiality procedures/regulations as pertains to a high-risk, specialized patient population